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In The

Supreme Court of the United States

OCTOBER TERM, 1940

No. 996

THE WOMEN'S CATHOLIC ORDER OF FORESTERS

Appellant Below,

vs.

THE CITY OF ENNIS, TEXAS, J. P. CLARK, R. R. THOMAS, J. N. GOODWIN, Commissioners, and E. C. HAWKINS, Treasurer, of Said City

Appellees Below.

Petition for Writ of Certiorari to the Honorable Circuit Court of Appeals for the Fifth Circuit, New Orleans, La., and Brief in Support Thereof

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Appellees Below.

Petition for Writ of Certiorari to the United States Circuit Court of Appeals, Fifth Circuit, New Orleans, La.

TO THE HONORABLE, THE CHIEF JUSTICE, CHARLES EVANS HUGHES, AND ASSOCIATE JUSTICES OF THE SUPREME COURT OF THE UNITED STATES:

Your Petitioner, The Women's Catholic Order of Foresters, respectfully presents to this Court its petition for a Writ of Certiorari, addressed to the United States Circuit Court of Appeals for the Fifth Circuit, to review the judgment of said Court af-

firming the judgment of the District Court of the United States for the Northern District of Texas, sitting in Equity at Dallas, Texas, wherein the District Court held that a consent decree (effected by the plaintiffs, in the class suit of William J. Meredith, et al., vs. City of Ennis, Texas, in said Court, brought on the Equity, and not on the Bankruptcy side of the Court, accepting the Refunding Agreement entered into between The Brown-Crummer Investment Company, of which plaintiffs were officers, and the City of Ennis) purporting to effect a composition of the entire bonded indebtedness of said City, and appropriating the entire bond taxing power of the City to the payment of the refunding bonds issued pursuant to said Decree, was binding on your Petitioner, who was the owner of $25,000.00 unrefunded City of Ennis, Texas, Street Paving Bonds, Second Series, dated May 10, 1923, and who was neither a party plaintiff or a defendant in said Class Suit, was not served with any process therein, had no notice thereof except by publication, and did not consent thereto, or ever accept any of the benefits of said Decree; and although your Petitioner had a Judgment on certain of its past due bonds and coupons and sought herein through its Plea of Intervention its pro-rata share of revenues, accrued and to accrue, pursuant to the terms of its bonds and the authority pursuant to which they were issued the Court held it was entitled only to its pro-rata share of the revenues accrued and to accrue as provided in said refunding plan.

I

Summary Statement of the Matter Involved

On the 7th day of October, 1938, this Petitioner filed a complaint in the United States District Court for the Northern District of Texas, in which the City of Ennis and its officials were made Defendants, being Civil Action No. 10. It sought judgment on $6,000.00 past due principal and $7,189.59 past due interest coupons attached to its bonds, and prayed for writs to enforce the payment on account thereof out of funds on hand and the levy of a tax to pay its judgment, and future maturities on its bonds (Tr. p. 51). The City answered, setting up that Petitioner was precluded from recovering, on the grounds that its rights had been determined in a Class Action filed on the 12th day of March, 1936, in the same District Court by William J. Meredith et al vs. City of Ennis, Texas, et al, No. 3650-~~696~~ 225 in Equity; that this Petitioner was served with notice of said suit by Publication Notice (Tr. p. 5) and bound by the Decree rendered therein (Tr. p. 22) on the 23rd day of September, 1937; and that said Court in said Cause had exclusive jurisdiction to determine and adjudicate the validity of Plaintiff's claim.

At the hearing of said Cause, this Petitioner contended that it was not bound by the Equity Decree and that it could only be bound through Bankruptcy (Tr. p. 56). The Court gave to this Petitioner judgment in the sum of $13,023.98 upon its past due bonds and interest coupons, refusing to recog-

nize its collateral attack upon the Decree, and certified the judgment into Equity Cause No. 3650-906, styled William J. Meredith et al, Complainants, vs. City of Ennis, Texas, et al, Respondents, wherein this Plaintiff could participate in the funds set aside pursuant to the Decree in that Cause (Tr. p. 59 and 60) and reopened the Equity Cause, giving this Petitioner the right by direct attack to demonstrate to the Court that the Decree was improper, unfair and improvidently entered with regard to the levy, assessment and collection of taxes, and the refunding agreement therein approved, as the same affects Plaintiff (Tr. p. 61). The Court opened said Decree so that Plaintiff would not have to be bound by the Decree (Court's statement Tr. p. 54).

This Petitioner filed its Plea of Intervention in said Cause on May 19th, 1939 (Tr. p. 61) and served all of the attorneys of record pursuant to Supreme Court Rules 5 and 24-C. The Plea of Intervention, although contested, was allowed, and an order was entered showing that service was completed. On May 29th, 1939 (Tr. p. 62) an amendment was filed and service completed on March 5th, 1940 (Tr. p. 63). In its Plea of Intervention (Tr. p. 64-69) Intervener alleges it was not served with process, was not a party Plaintiff or Defendant to said Cause, but was forced to intervene in said Cause, as the Decree as entered dealt with and effects its rights to pledged tax levies to support its bonds, and appropriates monies derived from tax levies properly belonging to it, and makes a DIRECT ATTACK upon

said Judgment (Tr. p. 69-70-76) and says that the same is void insofar as it affects Petitioner's rights to participate to the full extent of the Trust Funds earmarked for its particular issue of bonds and to its share of the taxing power.

Intervener further alleges that the Decree in the Meredith suit (Tr. p. 22 et seq.) was a Consent Decree binding only consenting creditors and the City. The Brown-Crummer Investment Co. of Wichita, Kansas, was in fact the real Plaintiff in said cause, as the Plaintiffs, Wm. J. Meredith et al were all officials of said Company (Tr. p. 65), and admit in their Third Supplemental Bill of Complaint (Tr. p 9 & 10) that they had acquired and become the legal owners and holders of the total aggregate of bonds of said City in the sum of $423,000 (Tr. p. 35), validated in the Decree, and as Plaintiffs adopt the agreement and contract entered into by and between The Brown-Crummer Company and the City of Ennis, Texas, to refund all of it's indebtedness (Tr. p. 14). The pleading of the City in their Supplemental and Original Answer (Tr. p. 11-14) evidence the fact that this is a Consent Decree, and there ask the Court to retain jurisdiction, saving the rights of any and all persons not parties therein by representation. Intervener says it was not bound, as it was not a party to said agreed judgment, nor has it ever ratified or consented to the same.

Intervener further alleged that said Decree took, without it's consent, from the Interest and Sinking Fund Account (Tr. p. 76) the sum of $6,850.22,

which had accumulated from monies collected from prior tax levies and placed in a trust fund to pay $43,500.00 Ennis, Texas, Street Paving Bonds, Second Series, dated May 10th, 1923, of which this Petitioner held $25,000.00 in principal, and to which it was entitled $4,898.91, and left only $2,667.09 as its proportionate part of said fund, which in effect impairs the obligation of its contract and takes property without due process of law (Tr. p. 75-76).

This Petitioner further filed a Motion to Modify said Decree and made a DIRECT ATTACK upon the Decree (Tr. p. 91-96), alleging that it was improper, unfair and improvidently entered, and void as to it, as the Decree as entered makes no provision for the levy, assessment and collection of taxes for bonds owned and held, and not voluntarily exchanged for the refunding bonds authorized in said Decree, but utilizes the entire taxing power to pay the City's refunding bonds validated by said Decree.

The Respondent herein answered this Plea of Intervention (Tr. p. 79-90) and Motion to Modify said Decree (Tr. p. 96-100), pleading that in the Equity Decree entered on September 23rd, 1937, the Court specifically found that notice to absent parties was published and mailed in compliance with the Court's orders, and that this Petitioner was bound by said published notice; that after the entry of the Decree on February 24th, 1939, such judgment was certified into the Equity Cause; that this Petitioner having elected to come into said Cause and participate in the funds, was bound thereby and lost what-

ever rights it might have to attack the judgment; that said suit in Civil Action No. 10 upon which judgment was submitted, was filed more than one year after the entry of the Decree in the Meredith suit.

The case went to trial on March 7th, 1940, and the issues were joined. Intervener introduced evidence (Tr. p. 102) showing that although the sum of $6,850.22, which had accumulated from the direct levy of taxes to support Ennis, Texas, Street Paving Bonds, Second Series, dated May 10th, 1923, was taken and placed in a Special Fund, viz: $68,054.23, that there was now available to apply on its judgment only the sum of $2,667.09 (Tr. p. 106) after distribution through the Decree; that no specific levy of a tax had been made since the year of 1936 to pay Petitioner's bonds (Tr. p. 102). That there had been included in the refunding operation $25,000.00 Refunding Bonds, Series 1937-C, which have never been exchanged (Tr. p. 107), upon which there was an accumulation of $4,866.75, which should be properly applied to the payment of Petitioner's judgment. But although tax levies had been made in prior years to 1936 for Ennis, Texas, Street Paving Bonds, Second Series, dated May 10th, 1923, such delinquent taxes, when collected, had not been placed to the credit of the Interest and Sinking Fund Account of Intervener's bonds, but was placed in the General Fund (which Plaintiff prayed should be reimbursed and applied on the payment of its judgment.)

Petitioner further introduced evidence that there was $25,430.64 on hand March 1, 1937, in the Waterworks and Sewer Funds (Tr. p. 101), which was not taken into consideration or disbursed to creditors in the Decree, although the Charter provided (Tr. p. 105) for its use to pay Water and Sewer Bonds, of which there were $53,000.00 Water System Bonds dated August 15th, 1925; $29,000.00 Water and Sewer Bonds, dated January 10th, 1923, and $30,000.00 Sewer System Bonds dated September 15th, 1926; $39,000.00 Water and Sewer Bonds dated October 10th, 1923, making a total of $151,000.000 refunded and approved in the Decree (Tr. p. 21).

The trial was by the Court, which found that the Decree was a proper Class Action, and that this Petitioner was bound by publication notice and not entitled to recover as prayed; that more than a year had elapsed from the date of judgment until the time Plaintiff filed its original petition, and that the only way that it could receive taxing power or money was by accepting Refunding Bonds as authorized by the Decree, and denied Intervener's direct attack upon the Decree, both in the intervention and in its Motion to Modify the Decree.

Petitioner filed Assignments of Error (Tr. p. 115) and the case was duly appealed to the Circuit Court of Appeals for the Fifth Circuit, who affirmed the Trial Court's judgment.

The principal contentions sustained on appeal were that this Petitioner was bound by the Class

Action in Equity in the Federal Court; that the Court had jurisdiction in said cause to bind this Petitioner, even though it was not sitting as a Court of Bankruptcy. That Petitioner was barred by limitation from attacking said judgment by the one-year Statute of Limitation, and had failed to serve the Refunding Bondholders in its Plea of Intervention (Tr. p. 123).

II

JURISDICTIONAL STATEMENT

1.

The Statute believed to sustain the right of this Court to review by Writ of Certiorari, the judgment of the United States Circuit Court of Appeals, is that conferred by Title 28, Section 347 (Judicial Code 240, as amended), and Supreme Court Rule 38.

2.

The judgment appealed from was entered by the United States Circuit Court of Appeals on December 12th, 1940. Application for extension of time to file a Petition for Rehearing was granted to include January 15th, 1941. On January 15th, 1941, Petition for Rehearing was filed and was denied by the Circuit Court of Appeals on February 1st, 1941, as the same appears at pages 130 to 147 of the printed record herein.

3.

The application herein is from a judgment of

the United States District Court in a civil Cause in Equity, the nature of which is duly disclosed in the SUMMARY STATEMENT OF THE MATTER INVOLVED, and to review the judgment of the United States Circuit Court of Appeals, as the same appears on pages 123 to 128 of the printed record herein.

III

Questions Presented and Reasons Relied on for the Allowance of the Writ

(A) Original Jurisdiction having been conferred by Congress on Courts of Bankruptcy under Chapter IX, Sections 78, 80, 81, and 84 of the Bankruptcy Act, 11 U.S.C.A. 301 and 401 et seq, 48 Statutes 798, 50 Statutes 653, 52 Statutes 939, to effect a Composition of Municipal Debts of Taxing Agencies, this Petitioner here challenges the jurisdiction of the Federal Court, sitting in Equity, in a Class Action filed by William J. Meredith et al vs. City of Ennis, Texas, after the passage of the Bankruptcy Act, to render a decree binding this Petitioner, who was present only through Publication Notice, as provided by Sec. 57 of the Judicial Code, U.S.C.A., Sec. 118. The result of which suit is to enforce Petitioner to scale its debt.

This case presents the question as to whether a Federal Court in Equity has jurisdiction to effect a composition of municipal indebtedness without affording the bondholders the protection afford-

ed by the Municipal Bankruptcy Act. This is the first test of the validity of such a decree since the passage of the National Municipal Bankruptcy Act. The decision in this case is probably in conflict with the decision of this Court in the case of *United States vs. Bekins*, 304 U.S. 27, 58 S. Ct. 811, wherein the Court upholds the constitutionality and necessity for Municipal Bankruptcy Act, and in which it recognizes the conclusion of the Committee of Congress, that there is no Forum up to the time of the passage of said act in which taxing agencies might compromise their debts and force non-accepting bondholders to scale their debt. The holding in this case is also contra to the holding of the United States District Court for the Eastern District of Kentucky in *Perry County vs. Catholic Order of Foresters*, 17 Fed. Sup. 316. *Women's Catholic Order of Foresters vs. Arlington*, 28 Fed. Supp. 663. *Ladew vs. Tennessee Copper Co.*, 218 U.S. 358, 31 S. Ct. 81, 54 L. Ed. 1069.

(B) The effect of the holding by the Trial Court and the Circuit Court of Appeals that the case of *W. J. Meredith et al vs. City of Ennis, et al*, No. 3650-906, was a class action and is in all things right and binds this Petitioner, is contrary to the law and evidence, and is in conflict with the opinions of this Court, as it upholds the right of a Federal Court sitting in Equity in a class action, to permit one not in privity with it to stand for and bind it, a non-resident municipal bondholder not before the Court by actual service of process upon it, and force it to ac-

cept bonds of different maturities and different rates of interest, the effect of which is to take this Petitioner's property without due process of law, contrary to the Fifth and Fourteenth Amendments of the Constitution of the United States:

Hansberry vs. Lee, 311 U.S. 32, 61 S. Ct. 115 (8), decided Nov. 12, 1940.

Chicago, B. & Q. Ry. Co. vs. Chicago, 166 U. S. 226, 235; 17 S. Ct. 581, 584; 41 L. Ed. 979.

Brooklyn vs. Insurance Co., 99 U. S. 368, 370; 25 L. Ed. 416.

Cooper vs. Reynolds, 10 Wall 308; 77 U.S. 308.

Empire vs. Darlington, 101 U.S. 87.

St. Clair vs. Cox, 106 U.S. 350-353; 1 S. Ct. 354.

Pana vs. Bowler, 107 U.S. 529-545; 2 S. Ct. 704.

Hamer vs. New York Ry. Co., 244 U.S. 266; 61 L. Ed. 1125; 37 S. Ct. 511.

Beck vs. Otero Irri. Dist., 50 Fed. (2d) 951-5; (Colo.).

Wabash R. R. vs. Adelbert College, 208 U. S. 38-57; 32 L. Ed. 379; 28 S. Ct. 182.

Compton vs. Jessup, 68 Fed. 263.

Ayer vs. Kemper, 48 Fed. (2d) 11.

Harrigan vs. Pounds, 265 N. Y. Sup. 676.

Brown vs. Crawford, 252 Fed. 248.

Bogart vs. So. Pac. R. R., 228 U.S. 138, 33 S. Ct. 497; 57 L. Ed. 768.

Women's Catholic Order of Foresters vs. Arlington, 28 Fed. Sup. 663.

Austin vs. Cahill, 99 Tex. 175; 88 S.W. 542.

Wade vs. Travis Co., 174 U.S. 506; 43 L. Ed. 1080.

Rorick vs. Board of Com. Everglade Drainage Dist., 57 Fed. (2d) 1048; Sec. 3-4 (Fla.).

U. S. ex rel Von Hoffman vs. Quincy, 4 Wall 535; 18 L. Ed. 403.

Mass. vs. Sullivan, 207 N.Y. Sup. 181.
Hawley vs. Fairbanks, 108 U.S. 543, 2 S. Ct. 846.

(C) That the finding of the District Court and the affirming opinion of the Circuit Court of Appeals for the Fifth Circuit, that when this Petitioner elected to come into this Cause of Action and make a direct attack upon the judgment rendered therein, asserting that it was not bound by it, that it waived or released any rights it might have in Civil Action No. 10, to the levy of a tax to pay its bonds and its judgment obtained therein.

The decree in the Meredith case was collaterally attacked in Civil Action No. 10 and the Court opened the judgment in the Meredith suit (Tr. p. 52) so that this Petitioner might have its day in Court and come in and make a direct attack upon the judgment. The holding of both the District Court and the Circuit Court of Appeals, that this constituted a waiver of known rights of Petitioner to attack said judgment and obtain relief herein is contrary to the opinion of this Court as rendered in *Chicot Drainage District vs. Baxter State Bank*, 60 Sup. St. 317, 308 U. S. 371, which in effect holds that the jurisdiction of the Federal Court could be entertained in a direct review, but could not be assailed collaterally.

Hawley vs. Fairbanks, 108 U.S. 543; 2 S. Ct. 846.

(D) That the finding of the trial court and the affirmance by the Circuit Court of Appeals that

this Petitioner's Original Petition filed on Oct. 17th, 1938, and its Plea of Intervention filed in this Cause on May 19th, 1939, comes too late to modify the decree under Title 28, Sec. 118, of the U.S.C.A., Judicial Code 57, is not available to the city, and is contrary to the weight of authority and the holding of this Court, to the effect that a nonresident Municipal Bondholder cannot be bound by service through publication notice, unless he has voluntarily appeared and answered therein, and any such decree as to him is void. If he is not a party and not bound, then this Petitioner's contention does not come too late:

Chase Nat'l. Bank vs. City of Norwalk, 291 U.S. 431; 54 S. Ct. 475.
Brooklyn vs. Insurance Co., 99 U.S. 362-370.
Pana vs. Bowler, 107 U.S. 529; 2 S. Ct. 704.
Brown vs. Crawford, 252 Fed. 248.
Tex. & Pac. Ry. Co. vs. Johnson, 76 Tex. 432; 13 S.W. 463; 151 U.S. 102.
Women's Catholic Order vs. Arlington, 28 Fed. Sup. 663.
Harrigan vs. Pounds, 1933, 265 N.Y. Sup. 676.
Mass. vs. Sullivan, 207 N.Y. 181.
Compton vs. Jessup, 68 Fed. 263.

This defense is not available to the city and to permit it to plead the Statute of Limitation will permit it to take advantage of its own wrong;

Denver-Greeley Irri. Dist. vs. McNeil, 80 Fed. (2d) 929.
Lincoln vs. Luning, 133 U.S. 529; 33 L. Ed. 766; 10 S. Ct. 363;

Perez vs. Perez, 220 U.S. 224; 31 S. Ct. 412-414; 55 L. Ed. 443.

Robertson vs. Blaine Co., 90 Fed. 63, 47 L. R. A. 459.

Hubben vs. City of S. Hutchinson, 64 Kan. 645, 68 Pac. 52.

Rogers vs. City of Omaha, 82 Neb. 118, 117 N. W. 119.

(E) The finding of the trial court (Tr. 111) and the affirmance by the Circuit Court of Appeals that the Appellant failed to serve any of the parties in the Original Equity Decree save and except the City of Ennis is contrary to the evidence, and prior finding of the District Court (Tr. p. 62 and 61), which order recites that all parties had been served by notice, as provided by the Supreme Court Rules.

Federal Court Rules as adopted by this Court, Rules 4 and 24C.

Such holding is contrary to the holding of the Supreme Court of the State of Texas:

Austin vs. Cahill, 99 Tex. 175, 88 S.W. 542 (19) which holds:

> "That the holder of Refunding Bonds are not necessary parties in their own person, but are constructively present and represented through the city in a suit by the Original Bondholders to enforce the levy of a tax to pay original bonds not surrendered for refunding."

(F) The Petitioner herein assigned error in

the finding of the Trial Court, wherein it refused to require the City to reimburse the Interest and Sinking Fund Account of Ennis, Texas, Street Paving Bonds, Second Series, dated May 10th, 1923, to the extent of $4,898.91, which is this Intervenor's pro rata part of the $6,850.22 wrongfully taken out of the Interest and Sinking Fund Account of its bonds. At the time of the filing of said suit, Meredith had no bonds of the same issue as this Petitioner, and was not in the same class. Afterward he acquired $14,500.00 of these bonds (Tr. p. 27), and left only $2,667.09 to this Petitioner under the Consent Decree entered therein, the effect of which was to take earmarked trust funds which was this Petitioner's property, without due process of law and impaired the obligation of its pre-existing contract, which is contrary to the Fifth and Fourteenth Amendments to the Constitution of the United States, and contrary to Articles 707, 839 and 1015 of the Revised Civil Statutes of the State of Texas, which makes said fund a trust fund, which cannot be diverted, save and except to pay interest and redeem bonds at maturity:

> ART. 707: "When the issuance of bonds has been authorized, the governing body of a county or town shall provide for the levy and collection of a tax annually sufficient to pay the annual interest and provide a sinking fund for the payment of the bonds at maturity."
>
> ART. 839: "No city or county treasurer shall honor any draft upon the interest and sinking fund provided for any of the bonds of such city

or county, nor pay out nor divert any of the same, except for the purpose of paying the interest on such bonds or for redeeming the same, or for investment in such securities as may be provided by law."

ART. 1015: "To provide by ordinance special funds for special purposes, and to make the same disbursable only for the purpose for which the fund was created——"

In the case of *Rorick vs. Board of Commissioners of Everglade Drainage District*, 57 Fed. (2d) 1048, Sec. 3 and 4, the Court holds:

"When the State authorizes the taxing subdivision to contract by issuing bonds and to exercise the power of local taxation to the extent necessary to meet such obligations, the power thus given cannot be withdrawn so long as its exercise is necessary to satisfy the vested rights of the bondholders. In such cases the power given becomes a trust which the owner cannot annul and which the donee is bound to execute."

Hidalgo Co. Rd. Dist. No. 1 *vs. Morey*, 74 Fed. (2d) 101.

U. S. ex rel Von Hoffman vs. Quincy, 4 Wall 535; 18 L. Ed. 403.

Board of Liquidation of La. vs. McComb, 92 U. S. 531; 23 L. Ed. 625.

Galena vs. Amy, 5 Wall 705; 18 L. Ed. 560.

Mobile vs. Watson, 116 U.S. 289; 6. S. Ct. 398; 29 L. Ed. 620.

Jenkins vs. Entzminger (Fla) 135 So. 785.

(G) The United States Circuit Court of Appeals erred in failing to sustain this Petitioner's As-

signment of Error (Tr. p. 116) to the finding of the District Court that the Meredith Decree utilized the entire taxing power for refunding bonds, and is conclusive against this Petitioner as to its share of the taxing power of the City of Ennis, Texas, to support its unrefunded bonds, as prayed for in its Petition of Intervention (Tr. p. 78 and 79). Such finding is contrary to the evidence, to the Decree (Tr. p. 37-38 and 39), Constitution and Statutes of the State of Texas, and holdings of this Court:

Revised Civil Statutes of Texas, Art. 707 and 826.

Texas Constitution, Art. XI, Sec. 5 and 6.

Hawley vs. Fairbanks, 108 U.S. 543; 2 S. Ct. 846.

Wade vs. Travis Co., 174 U.S. 506; 19 S. Ct. 715; 43 L. Ed. 1080.

City of Waco vs. Mann, 127 S.W. (2d) 879.

Mitchell Co. vs. Bank, 91 Tex. 361; 43 S.W. 880-883.

City of Aransas Pass vs. Keeling, 112 Tex. 339; 247 S.W. 818-821.

IV

The cases relied on to sustain the consideration of this writ are as follows:

Forsyth vs. Hammond, 166 U.S. 506, 41 L. Ed. 1095; 17 S. Ct. 665.

Hamilton Shoe Co. vs. Wolf Bros. & Co., 240 U. S. 251; 60 L. Ed. 629; 36 S. Ct. 269.

Baum vs. Coty, 262 U.S. 159, 67 L. Ed. 922, 43 S. Ct. 531.

WHEREFORE, your Petitioner respectfully prays that Writ of Certiorari be issued out of and under the seal of this Honorable Court, and directed to the United States Circuit Court of Appeals for the Fifth Circuit, at New Orleans, La., commanding that Court to certify and send to this Court for its review and determination, on a day certain, a full and complete Transcript of Record and the proceedings had in Cause No. 9585, Women's Catholic Order of Foresters, Appellant, vs. City of Ennis, Texas, et al, and that the Decree of the United States Circuit Court of Appeals for the Fifth Circuit be reversed by this Honorable Court, and that your Petitioner have such other and further relief in the premises, as to this Honorable Court may seem meet and just.

Respectfully submitted,

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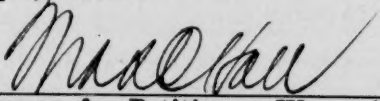
By 

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